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Affinity Federal Credit Union*

JG FUNDING CORP.; LENOX HUDSON
LLC; LENOX TEMPLE LLC; LENOX
LIBERTY LLC; LENOX BEACHWAY LLC;
TEANECK PLAZA VENTURES LLC; and
HACKENSACK NORSE LLC,

Plaintiffs,

vs.

SETH LEVINE; UNITED STATES OF
AMERICA; STATE OF NEW JERSEY;
COUNTY OF BERGEN IN THE STATE OF
NEW JERSEY; COUNTY OF MONMOUTH
INS THE STATE OF NEW JERSEY; and

U.S. BANK NATIONAL ASSOCIATION, as
trustee for the registered holders of Wells
Fargo Commercial Mortgage Securities, Inc.,
Multifamily Mortgage Pass-Through
Certificates, Series 2018-SB51;
U.S. BANK NATIONAL ASSOCIATION, as
trustee for the registered holders of Wells
Fargo Commercial Mortgage Securities, Inc.,
Multifamily Mortgage Pass-Through
Certificates, Series 2018-SB57;
CITIBANK, N.A., as trustee for the registered
holders of Wells Fargo Commercial Mortgage
Securities, Inc., Multifamily Mortgage Pass-
Through Certificates, Series 2018-SB 48;
AFFINITY FEDERAL CREDIT UNION;
PARK NATIONAL CAPITAL FUNDING
LLC; JLS EQUITIES LLC; HUTTON
VENTURES LLC; ASCEND REAL ESTATE
PARTNERS II LLC; HERBERT TEPFER;

UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEW JERSEY

CIVIL ACTION NO. 2:19-cv-18677-MCA-LDW

Hon. Madeline Cox Arleo, U.S.D.J.

Hon. Leda Dunn Wettre, U.S.M.J.

**ANSWER AND AFFIRMATIVE DEFENSES
OF DEFENDANT AFFINITY FEDERAL
CREDIT UNION**

LAW OFFICES OF DAVID FLEISCHMANN,
PC; LAW OFFICES OF CHAIM C.
ZLOTOWITZ, ESQ., PLLC; JUDAH A.
ZELMANOVITZ; and NEIL FINK,

Defendants.

Defendant Affinity Federal Credit Union (“Affinity”), by way of Answer to the Verified Complaint of plaintiffs JG Funding Corp., Lenox Hudson LLC, Lenox Temple LLC, Lenox Liberty LLC, Lenox Beachway LLC, Teaneck Plaza Ventures LLC and Hackensack Norse LLC (collectively, “Plaintiffs”), says:

THE PARTIES, JURISDICTION AND VENUE

1. With respect to paragraph 1 of the Verified Complaint, Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations regarding the nature of the action or any purported interests of the United States in the real property or personal property that may be the subject of this action. The remaining allegations of paragraph 1 of the Verified Complaint set forth a legal conclusion to which no response is necessary.

2. With respect to paragraph 2 of the Verified Complaint, Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations regarding the nature of the action or any purported interests of the United States in the real property or personal property that may be the subject of this action. The remaining allegations of paragraph 2 of the Verified Complaint set forth a legal conclusion to which no response is necessary.

3. With respect to paragraph 3 of the Verified Complaint, Affinity lacks knowledge and information sufficient to form a belief as to the truth of the

allegations regarding the purported citizenship of the parties referenced in paragraph 3. The remaining allegations of paragraph 3 of the Verified Complaint set forth a legal conclusion to which no response is necessary.

4. Paragraph 4 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

5. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 of the Verified Complaint.

6. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 6 of the Verified Complaint.

7. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 7 of the Verified Complaint.

8. With respect to paragraph 8 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 8 of the Verified Complaint.

9. With respect to paragraph 9 of the Verified Complaint, Affinity admits only that it is aware of the FHLMC Action referenced in paragraph 9. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 9 of the Verified Complaint and refers to

the complaint and other pleadings filed in the FHLMC Action for the allegations and claims made therein.

10. With respect to paragraph 10 of the Verified Complaint, Affinity admits only that it is aware of the JLS Action referenced in paragraph 10 and that Affinity filed a motion to intervene in the JLS Action that is currently pending before the Court. Affinity neither admits nor denies the remaining allegations set forth in paragraph 10 of the Verified Complaint but refers to the complaint and other pleadings filed in the JLS Action for the allegations and claims made therein.

11. Affinity neither admits nor denies the allegations set forth in paragraph 11 of the Verified Complaint but refers to the complaint and other pleadings filed in the JLS Action for the allegations and claims made therein.

12. With respect to paragraph 12 of the Verified Complaint, Affinity denies that the referenced exhibits reveal any recorded interest of plaintiff JG Funding Corp. in the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 12 of the Verified Complaint.

13. With respect to paragraph 13 of the Verified Complaint, Affinity admits only that it has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey, that the complaint in the JLS Action does not reference Affinity's first mortgage lien, that Affinity filed a motion to intervene in the JLS Action that is currently pending before the Court and that Affinity filed an action in the Superior Court of New Jersey to foreclose its first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey.

14. With respect to paragraph 14 of the Verified Complaint, Affinity admits only that it is aware of other motions, in addition to Affinity's motion, filed by other parties in the JLS Action to intervene. Affinity neither admits nor denies the remaining allegations set forth in paragraph 14 of the Verified Complaint but refers to the complaint and other pleadings filed in the JLS Action for the allegations and claims made therein.

15. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 15 of the Verified Complaint.

16. With respect to paragraph 16 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey and that Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 16 of the Verified Complaint.

17. With respect to paragraph 17 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey and that Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 17 of the Verified Complaint.

18. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 18 of the Verified Complaint.

19. With respect to paragraph 19 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey and that Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 19 of the Verified Complaint.

20. With respect to paragraph 20 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey and that Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 20 of the Verified Complaint.

21. Paragraph 21 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

22. Paragraph 22 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

23. Paragraph 23 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

24. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 24 of the Verified Complaint.

25. With respect to paragraph 25 of the Verified Complaint, Affinity admits only that it is a federal credit union with its principal place of business located in Basking Ridge, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 25 of the Verified Complaint.

26. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 26 of the Verified Complaint.

27. Paragraph 27 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

28. Paragraph 28 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

29. Paragraph 29 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

FIRST CAUSE OF ACTION

30. Affinity repeats and incorporates the responses set forth in paragraphs 1 through 29 above as if set forth at length herein.

31. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 31 of the Verified Complaint.

32. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 32 of the Verified Complaint.

33. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 33 of the Verified Complaint.

34. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 34 of the Verified Complaint.

35. With respect to paragraph 35 of the Verified Complaint, Affinity denies that plaintiff JG Funding Corp. has any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey superior to Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 35 of the Verified Complaint.

36. With respect to paragraph 36 of the Verified Complaint, Affinity generally denies that plaintiff JG Funding Corp. is entitled to the relief sought with respect to the property located at 1407 Palisade Avenue, Teaneck, New Jersey, but admits only that, to the extent that the property located at 1407 Palisade Avenue, Teaneck, New Jersey is sold, Affinity is entitled, based on its recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey, to full

satisfaction of its first mortgage lien from the proceeds of such sale prior to any payment to any other party.

SECOND CAUSE OF ACTION

37. Affinity repeats and incorporates the responses set forth in paragraphs 1 through 36 above as if set forth at length herein.

38. Paragraph 38 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

39. With respect to paragraph 39 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey and that Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 39 of the Verified Complaint.

40. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraph 40 of the Verified Complaint.

41. With respect to paragraph 41 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey and that Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 41 of the Verified Complaint.

42. With respect to paragraph 42 of the Verified Complaint, Affinity admits only that Teaneck Plaza Ventures, LLC is the owner of the property located at 1407 Palisade Avenue, Teaneck, New Jersey and that Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 42 of the Verified Complaint.

43. With respect to paragraph 43 of the Verified Complaint, Affinity generally denies that plaintiff JG Funding Corp. is entitled to the relief sought with respect to the property located at 1407 Palisade Avenue, Teaneck, New Jersey, but admits only that, to the extent that the property located at 1407 Palisade Avenue, Teaneck, New Jersey is sold, Affinity is entitled, based on its recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey, to full satisfaction of its first mortgage lien from the proceeds of such sale prior to any payment to any other party.

THIRD CAUSE OF ACTION

44. Affinity repeats and incorporates the responses set forth in paragraphs 1 through 43 above as if set forth at length herein.

45. Paragraph 45 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

46. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the allegations set forth in the first sentence of paragraph 46 of the Verified Complaint. The second sentence of paragraph 46 of the Verified Complaint sets forth a legal conclusion to which no response is necessary.

47. With respect to paragraph 47 of the Verified Complaint, Affinity generally denies that plaintiff JG Funding Corp. is entitled to the relief sought with respect to the property located at 1407 Palisade Avenue, Teaneck, New Jersey, but admits only that, to the extent that the property located at 1407 Palisade Avenue, Teaneck, New Jersey is sold, Affinity is entitled, based on its recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey, to full satisfaction of its first mortgage lien from the proceeds of such sale prior to any payment to any other party.

FOURTH CAUSE OF ACTION

48. Affinity repeats and incorporates the responses set forth in paragraphs 1 through 47 above as if set forth at length herein.

49. With respect to paragraph 49 of the Verified Complaint, Affinity generally denies that plaintiff JG Funding Corp. is entitled to the relief sought with respect to the property located at 1407 Palisade Avenue, Teaneck, New Jersey, but admits only that, to the extent that the property located at 1407 Palisade Avenue, Teaneck, New Jersey is sold, Affinity is entitled, based on its recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey, to full satisfaction of its first mortgage lien from the proceeds of such sale prior to any payment to any other party.

FIFTH CAUSE OF ACTION

50. Affinity repeats and incorporates the responses set forth in paragraphs 1 through 49 above as if set forth at length herein.

51. Affinity denies the allegations of paragraph 51 of the Verified Complaint with respect to the property located at 1407 Palisade Avenue, Teaneck, New Jersey on which Affinity holds a recorded first mortgage lien. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 51 of the Verified Complaint.

SIXTH CAUSE OF ACTION

52. Affinity repeats and incorporates the responses set forth in paragraphs 1 through 51 above as if set forth at length herein.

53. With respect to paragraph 53 of the Verified Complaint, Affinity denies that plaintiff JG Funding Corp. has any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey superior to Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 53 of the Verified Complaint.

54. With respect to paragraph 54 of the Verified Complaint, Affinity denies that plaintiff JG Funding Corp. has any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey superior to Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 54 of the Verified Complaint.

55. With respect to paragraph 55 of the Verified Complaint, Affinity denies that plaintiff JG Funding Corp. has any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey superior to Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 55 of the Verified Complaint.

SEVENTH CAUSE OF ACTION

56. Affinity repeats and incorporates the responses set forth in paragraphs 1 through 55 above as if set forth at length herein.

57. With respect to paragraph 57 of the Verified Complaint, Affinity denies that plaintiff JG Funding Corp. has any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey superior to Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity further denies that it has any liability or obligation to Plaintiffs for attorney's fees and/or expenses. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 57 of the Verified Complaint.

58. With respect to paragraph 58 of the Verified Complaint, Affinity denies that plaintiff JG Funding Corp. has any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey superior to Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey. Affinity further denies that it has any liability or obligation to Plaintiffs

for attorney's fees and/or expenses. Affinity lacks knowledge and information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 58 of the Verified Complaint.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Plaintiffs' Verified Complaint fails to state a claim against Affinity upon which relief can be granted. Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey that is superior to any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey claimed by plaintiff JG Funding Corp. or any of the other Plaintiffs.

Second Affirmative Defense

Plaintiffs' claims against Affinity are barred since Affinity has a recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey that is superior to any purported interest or other rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey claimed by plaintiff JG Funding Corp. and/or any of the other Plaintiffs.

Third Affirmative Defense

Plaintiffs' claims against Affinity are barred since plaintiff JG Funding Corp. and/or the other Plaintiffs seek to assert rights and/or remedies with respect to the property located at 1407 Palisade Avenue, Teaneck, New Jersey that violate, contradict and/or are inconsistent with Affinity's superior rights in the property located at 1407 Palisade Avenue, Teaneck, New Jersey based on Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey.

Fourth Affirmative Defense

Plaintiffs' claims against Affinity are barred since plaintiff JG Funding Corp. and/or the other Plaintiffs do not have the purported interest and/or rights with respect to the property located at 1407 Palisade Avenue, Teaneck, New Jersey as alleged in the Verified Complaint.

Fifth Affirmative Defense

Plaintiffs' claims against Affinity are barred since the purported interest and/or rights of plaintiff JG Funding Corp. and/or the other Plaintiffs in the property located at 1407 Palisade Avenue, Teaneck, New Jersey are inferior to the interest and/or rights of Affinity in the property located at 1407 Palisade Avenue, Teaneck, New Jersey by virtue of Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey.

Sixth Affirmative Defense

Plaintiffs' claims against Affinity are barred since the purported interest and/or rights of plaintiff JG Funding Corp. and/or the other Plaintiffs in the property located at 1407 Palisade Avenue, Teaneck, New Jersey were acquired after Affinity's first mortgage lien was recorded on the property located at 1407 Palisade Avenue, Teaneck, New Jersey.

Seventh Affirmative Defense

Plaintiffs' claims against Affinity are barred since the purported interest and/or rights of plaintiff JG Funding Corp. and/or the other Plaintiffs in the property located at 1407 Palisade Avenue, Teaneck, New Jersey were acquired with actual and/or

constructive knowledge of Affinity's recorded first mortgage lien on the property located at 1407 Palisade Avenue, Teaneck, New Jersey.

Eighth Affirmative Defense

Affinity reserves the right to assert any and all additional rights or defenses available to it that may be revealed by further investigation and/or discovery.

WHEREFORE, Affinity demands that judgment be entered in its favor dismissing, with prejudice, Plaintiffs' claims against Affinity and those relating to the property located at 1407 Palisade Avenue, Teaneck, New Jersey and awarding Affinity costs, attorneys' fees and other such relief as the Court deems just and equitable.

SHERMAN WELLS SYLVESTER
& STAMELMAN LLP
Attorneys for Defendant
Affinity Federal Credit Union

By: /s/ Craig L. Steinfeld
CRAIG L. STEINFELD

DATED: December 9, 2019

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

Affinity Federal Credit Union, by and through its undersigned counsel, hereby certifies pursuant to Local Civil Rule 11.2 and to the best of the undersigned's knowledge, information and belief, that the matter in controversy is not the subject of any other action with the exception of the following: (i) Affinity Federal Credit Union v. Teaneck Plaza Ventures, LLC, et al., Superior Court of New Jersey, Chancery Division, Bergen County, Docket No. F-15843-19; and (ii) JLS Equities, LLC v. River Funding, LLC, et al., United States District Court for the District of New Jersey, Civil Action No. 2:19-cv-17615-MCA-LDW.

By: /s/ Craig L. Steinfeld
CRAIG L. STEINFELD

DATED: December 9, 2019

CERTIFICATION OF SERVICE

I hereby certify that on December 9, 2019, I electronically filed the Answer and Affirmative Defenses of defendant Affinity Federal Credit Union via the CM/ECF system which will also send notification of such filing to all counsel of record.

/s/ Craig L. Steinfeld

Craig L. Steinfeld

DATED: December 9, 2019

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